

Snap2Insight India Private Limited

No. 1392/16/1/1 NR Towers,
19th Main Road, 17th Cross Road,
Sector - 4, HSR Layout,
Bangalore - 560102



Harshitha Bheemappa

29 Oct 2021

#15, 7th main 7th cross, Om Shakthi layout,
Garvebhavipalya, Bangalore – 560068

Dear Harshitha,

We are pleased to offer you the position of **Analyst** with **Snap2Insight India Private Limited**, a private limited company incorporated under the Companies Act, 2013 (the “Company”) having its registered office at NR Towers, 19th Main, 17th Cross, Sector 4, HSR Layout, Bangalore - 560102, on the terms described below.

This offer of employment is for a full-time position based in the Company’s office in **Bangalore, Karnataka**.

Please note that the terms of employment detailed in this document and attachments hereto (collectively referred to as the “**Agreement**”) are strictly confidential. These contents should not be disclosed to third parties without the prior written approval of the Company.

1. Compensation

The annual fixed component of your cost to the company (“**CTC**”) will be **Rupees Three Lakhs Sixteen Thousand One Hundred and Twenty Eighty Only (Rs.3,16,128)**. The salary break-up is attached herewith as **Attachment - A**. Your compensation will be reviewed on an annual basis and increments will be determined based on performance, and provided at the sole discretion of the Company. The Company also deems you eligible for an annual bonus of **Rupees Twenty-Nine Thousand Three Hundred and Sixteen Only (Rs. 29,316)** paid annually and determined based on an annual performance review. Annual performance bonus amount will be paid out as a part of March payroll and will be prorated for first year of service.

2. Duties

A schedule of your broad duties and responsibilities will be given to you in due course, which may be subject to revision from time to time. The Company shall assign to you such other duties and responsibilities as may be considered advisable in the Company’s interests and at the sole discretion of the Company.

3. Terms and Conditions of Employment

Your employment with the Company shall be governed by the specific terms and conditions provided on the attached herewith as **Attachment - B**.

4. **Employment Invention Assignment Agreement**

Like all Company employees, you are required, as a condition of your employment with the Company, to sign the Company's Employment Invention Assignment Agreement (the "**Assignment Agreement**") in substantially the form attached hereto as **Attachment - C**.

5. **Entire Agreement**

This Agreement supersedes any prior agreements, representations or promises of any kind, whether written, oral, express or implied between you and the Company with respect to the subject matters herein. This Agreement may not be modified or amended except by a written agreement between you and the Company.

6. **Severability**

Each provision of this Agreement including the attachments attached to it shall, to the extent possible, be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this agreement shall be invalid or prohibited under such applicable law, such invalidity shall not affect the validity of the other provisions of this agreement. The said other provisions shall continue in full force and effect unless such unenforceable provision shall materially affect the essence of the agreement and the party benefiting from the said unenforceable provision does not waive its rights to benefit therefrom.

7. **Waiver**

The failure of either the employer or the employee to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver thereof or deprive the employer or the employee of the right thereof to insist upon strict adherence to that term or any other term of this Agreement.

[Signature page follows]

If you wish to accept this offer, please sign and date both the enclosed duplicate original of this letter and the enclosed Employment Invention Assignment Agreement and return them to me. This offer, if not accepted, will expire at the close of business on **Monday, 01 Nov 2021**.

We look forward to having you join us no later than **Tuesday, 02 November 2021**.

SNAP2INSIGHT INDIA PRIVATE LIMITED

Digitally signed by RENISH
PYNADATH
Date: 2021.10.29 12:14:51
By: _____
IST
(Signature)

Name: Renish Pynadath
Title: Director, Co-Founder

ACCEPTED AND AGREED:

NAME: _____



(Signature)

Date: _____

Permanent Account Number (PAN): _____

Anticipated Start Date: _____

Attachment - C: Employment Invention Assignment Agreement

ATTACHMENT A – SALARY BREAKUP

Harshitha Bheemappa, Analyst

	Particulars	Monthly (INR)	Annual (INR)
Part 1 : Fixed Pay			
1	Basic Pay	15,950	1,91,400
2	House Rent Allowance	6,380	76,560
3	Special Allowance	500	6,000
4	Conveyance Allowance	1,600	19,200
	SUB-TOTAL	24,430	2,93,160
Part 2 : Other compensation			
5	Company's contribution to Provident Fund	1,914	22,968
Part 3 : Annual Performance Bonus			
6	Targeted 10% of Fixed Pay	--	29,316
	TOTAL	INR 26,344	INR 3,45,444
Other employee benefits			
1	Health Insurance for employee, spouse & kids (if applicable)		
2	Personal Accidental Insurance for employee		
3	Gratuity (as applicable under government regulations)		

ATTACHMENT - B

TERMS AND CONDITIONS OF EMPLOYMENT

1. Term of Employment

Subject to Sections 6 and 7 below, the term of your employment with the Company is intended to be till you attain the age of retirement. You will retire from the services of the Company on attaining the age of **60 years**. Your employment shall stand automatically terminated on the date of your retirement.

2. Probation Period

You will be required to serve a probation period of **3 months**, after the completion of which, your performance will be formally reviewed. The Company will provide you with a written confirmation of the commencement and termination date of your probation period. Your probation period shall not commence unless you have received a written confirmation from the Company. The Company may in its sole discretion, extend the probation period. Such extension can be granted twice, for a period of three (3) months each. In the event that you fail to perform to the Company's satisfaction during the probation period and the extension thereof, if applicable, your employment shall be terminated for unsatisfactory performance.

3. Reporting Person

During the period of employment, you shall report to the Director/Co-Founder of the Company or as informed to you from time to time.

4. Work Hours

Your normal hours of employment shall be from 09.30 am to 06.30 pm, Monday to Friday of every week with a 1 hour lunch break. The Employee may be required to work such hours outside of the normal work hours if the Company considers it necessary to meet the needs of business. The Employee shall not be paid additionally for such extended hours of work.

5. Outside Activities

This position is for a full-time employment with the Company and you shall exclusively devote yourself to the business of the Company. You shall not take on any other work for remuneration (part-time or otherwise) or work in an advisory capacity, or be interested directly or indirectly (except as shareholders or debenture holders) in any other trade or business, during your term of employment with the Company, without prior written permission of the Company.

6. Termination

(a) During the term of your employment, should you desire to leave the services of the Company, you are required to provide the Company a 30 days' advance notice.

(b) The Company shall be entitled to terminate your employment with or without cause at any time by giving you 30 days' advance notice or salary in lieu thereof.

(c) If you are absent from work for a period of five (5) consecutive working days, without providing any notice or affording any reasons, or without taking Company's prior approval in this regard, the Company will be entitled to forthwith terminate your employment with the Company. In the event that the Company terminates you, you will be provided a written notice of termination.

Notwithstanding the above, the Company shall not be restricted from claiming legal remedies available to it under the ordinary legal recourse. Company shall be entitled to recover any additional damages from you in a manner that the Company may determine suitable in this regard.

(d) Notwithstanding anything mentioned in this Agreement, the Company may terminate your employment, with immediate effect by a notice in writing (without salary), in the event of your misconduct, including but not limited to, fraudulent, dishonest or undisciplined conduct, breach of integrity, embezzlement, misappropriation or misuse by you of the Company's property, insubordination or failure to comply with the directions given to you by persons so authorized, your insolvency or conviction for any offence involving moral turpitude, breach by you of any terms of this Agreement or the Company's policies or other documents or directions of the Company, or upon your conducting yourself in a manner which is regarded by the Company as prejudicial to its interests or to the interests of its clients and/or customers, or any similar reason.

(e) Notwithstanding anything aforesaid, termination by you shall be subject to the satisfactory completion of all your existing duties, obligations and projects.

(f) On acceptance of the resignation notice, you will be required to immediately give up to the Company all correspondences, specifications, formulae, books, documents, market data, literature, drawings, effects or records, etc. belonging to the Company or relating to its business and you shall not make or retain any copies of these items. In the event that the Company directs you to destroy any such information, documents or materials, you shall forthwith do so and provide a written certification to that effect to the Company.

(g) Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or electronic mail, or 48 hours after being deposited in the Indian mail or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth below, as subsequently modified by written notice.:

TO COMPANY:

Snap2Insight India Private Limited
Address :
No. 1392/16/1/1 NR Towers,
19th Main Road, 17th Cross Road,
Sector - 4, HSR Layout,
Bangalore - 560102
Email – hello@snap2insight.com

TO EMPLOYEE:

Harshitha Bheemappa
Address :
#15, 7th main 7th cross, Om Shakthi layout,
Garvebhavipalya,
Bangalore – 560068
Email - harshithagowda1727@gmail.com

7. Holidays/Leave

General holidays will be declared at the beginning of the calendar year and are a benefit for all full-time employees. You may be called upon to attend duties as and when required during holidays, as may be scheduled in accordance with the needs of the Company. As a full-time employee, you will be entitled to receive earned/privilege leave which shall be calculated at the rate of 1.5 (one and half) days of earned leave for every month of work performed. The total number of earned/privilege that can be accumulated and carried over to the succeeding calendar year shall not be more than 6 days, any unused earned leave will get lapsed at the end of a calendar year. Additionally, you will be granted 6 days (or prorated based on date of joining) of casual / sick leave for every calendar year which cannot be carried over.

You will be entitled for leave at such time and of such duration as the Company may grant depending upon the exigencies, in accordance with the Company's rules and regulations in force, introduced hereafter or modified from time to time. It shall be your sole responsibility to keep yourself updated of any changes in company policy as amended from time to time. For casual leave, you will be expected to give prior notice to the reporting authority; however, in case of an emergency or exigent situation, you shall be required to take such approval within one (1) day of resuming your services. Casual leave without requisite approval from the Company shall be considered leave without pay. In the event any additional leave is required, the additional leave shall be without pay. You shall be required to submit a medical and fitness certificate from a registered medical practitioner in case of three or more consecutive days of medical leave.

8. Benefits

You shall be entitled for all statutory benefits as mandated by the existing provisions under the applicable laws or which may be enforced in the future including, but not limited to, provident fund, gratuity, insurance, as may be applicable to you as per Company's policies and procedures, as amended from time to time.

The Company may in its discretion, from time to time, revise the benefits it provides to its employees. As and when such benefits are introduced or modified, you shall be entitled to avail such benefits.

9. Disclosure of Information

During the term of your employment with the Company, you are required to disclose all material and relevant information, which may either affect your employment with the Company currently or in the future or may be in conflict with the terms of your employment with the Company, either directly or indirectly. If at any time during your employment, the Company becomes aware that you have suppressed any material or relevant information required to be disclosed by you or have provided the Company with misleading or inaccurate information, the Company reserves the right at its sole discretion, to forthwith terminate your employment without any notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you may have been employed by the Company.

Any change in your personal information including residential address, marital status and educational qualification should be notified to the Company in writing within three (3) days from the start of such change. Any notice required to be given to you shall be deemed to have been duly and properly given if delivered according to the Company's notice provision policy.

10. Use of Company Property

You must comply with the Company's policy on use of email, internet and computers. Unauthorized use or tampering with computers will be regarded as serious misconduct and may lead to your summary dismissal. In particular, you agree to only use passwords which have been authorized and must not in any circumstances load a program or data into one of the Company's computers unless the program and data, originates from the Company, has been provided for your use and has been tested for viruses in advance. The Company shall provide telephones (including mobile and voicemail), email and internet access for business purposes only. For the purpose of business (including and not limited to quality control, monitoring of policy compliance and unauthorized use and checking messages during periods of absence), communications made by or to you may be

monitored or recorded. This applies in particular to telephone (including mobile and voicemail), email and internet use. In the event, the Company provides you with laptops/mobile phones/data cards or other mobile devices, you will provide the Company with a written undertaking acknowledging receipt of the same and agreeing to adhere to the policies governing usage of such devices.

11. **Previous Employment**

You hereby represent that your performance of the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment by the Company, and you will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employers or others, unless expressly permitted by such previous employer. You hereby represent and warrant that you have returned all property and confidential information belonging to all prior employers, if any. You have not entered into, and agree that you will not enter into, any agreement either written or oral in conflict herewith or in conflict with your employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). You further agree to conform to the rules and regulations of the Company.

12. **Confidentiality**

You acknowledge that in the course of your employment with the Company, you will obtain knowledge of the Company's business plans, processes, software, know-how, trade secrets, methods, inventions, improvements, disclosures, names and positions of employees and/or other proprietary and/or confidential information (collectively the "**Confidential Information**").

At all times, both during or after the period of your employment under this Agreement, you shall not (except with written authorization from the Company and except to the extent so authorized in the proper course of your duties) divulge to any person or otherwise make use of your employment under this Agreement to divulge to any person or otherwise make use of any trade secret or secret manufacturing process or any confidential information concerning the business or finances of the Company or any of the Company's dealings, transactions or affairs or any of the Company's suppliers, agents, distributors or customers, until such information becomes generally and rightfully known outside the Company.

All notes, copies, memoranda and other tangible forms of any trade secrets or confidential information concerning the business of the Company or any of the Company's suppliers agents, distributors, clients or customers, including but not limited to financial information, documents, employee lists, customer lists, phone books, which shall be acquired, received or made by the Company during the course of your employment shall be the property of the Company and shall be surrendered by you to someone duly authorised in that behalf at the termination of your employment or at the request of the Company at any time during the course of his employment. Any breach of confidentiality will lead to immediate termination without the requirement of any notice to be provided to you.

13. **No Rights Granted**

Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property rights of the Company, nor shall this Agreement grant you any rights in or to the Company's Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

14. Adherence to Company Policy

You agree to conform to and comply with the Company's policies and such directions and orders as may from time to time be given by the Company.

15. Travel

You will be posted in Bangalore, Karnataka. However, you may be required by the Company to make visits and travel both within India and overseas, as necessary and for such period of time that the Company determines is sufficient to enable you properly perform your duties in the best interests of the Company.

16. Non-Compete and Non-Solicitation

During the Non-Compete Period (as defined below), you hereby covenant and agree not to engage in or receive any financial benefit from (directly or indirectly) any business of the Significant Competitor, which competes with the whole or any part of any business being carried on or proposed to be carried on by the Company, whether as an individual, employer, proprietor, partner, shareholder, investor, director, committee member, officer, employee, consultant, agent, collaborator, advisor, principal contractor or sub-contractor, trustee, or otherwise.

Significant Competitor shall mean any artificial or natural person, who on the date of execution of this Agreement or any time thereafter, directly or indirectly, receives at least 50% of its total revenue from the Business or any activity similar to the Business and shall include such person's relatives.

"Non-Compete Period" shall mean the period commencing with the date of this Agreement and ending one (1) year from the date of your termination of employment with the Company. In the event that your employment with the Company is terminated without cause, the Non-Compete Period will end contemporaneously with the final payment of severance to you under this letter agreement.

You agree that during the Non-Compete Period, you shall not in any manner either directly or indirectly solicit or entice the other employees, vendors or customers of the Company to join or enter into transactions, as the case may be with either you directly or indirectly or with other entities which are in direct or indirect competition with the Company.

You hereby agree that the covenants and restrictions in this Section 16 are reasonable in their terms and do not impose any undue hardship on your current or future employment prospects. You further agree that if the laws of the state applicable to the provisions set forth in this Section 16 should change, or if any court of competent jurisdiction should hold any term or provision of this Section 16 invalid or unenforceable, then that shall be substituted in the place of such changed, invalid, or unenforceable term or provision a new term or provision that most nearly fulfills or promotes the purpose and intention of this Section 16 and is consistent with such law or judicial jurisdiction.

17. Employment Invention Assignment Agreement

You acknowledge and agree that any work that you may be conducting either on the premises of the Company or otherwise with regard to patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done on behalf of the Company. In this regard, you agree to execute an Employment Invention Assignment Agreement and any and all intellectual property rights in any such work shall belong exclusively to the Company.

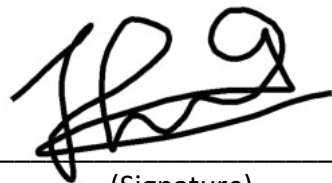
18. Customer Data and IT Security

Only specific employees are given access to our Software that holds customer's data. Authorization for this will be tracked and monitored. You are expected to follow IT security policies (as per the applicable law) to ensure that the systems you use to access such data is secured.

19. Arbitration

You agree that the interpretation and enforcement of this Agreement shall be governed by the laws of India and all disputes under this Agreement shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. The venue for arbitration will be Bangalore, Karnataka. The arbitration shall be conducted by a sole arbitrator appointed by the Company, and the award of the arbitrator shall be final and binding upon you.

This is to certify that I have read this Agreement and I fully understand all the terms and conditions of this Agreement. I hereby accept and agree to abide by the Agreement.



(Signature)

Harshitha Bheemappa

ATTACHMENT - C

EMPLOYMENT INVENTION ASSIGNMENT AGREEMENT

In consideration of, and as a condition of my employment with Snap2Insight India Private Limited, a company duly incorporated under the Companies Act, 2013 (the “**Company**”) I, Harshitha Bheemappa do hereby represent and agree as follows:

1. **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions (as defined below) and Intellectual Property (as defined below) and in all related intellectual property rights. Accordingly, I am entering into this Agreement as a condition of my employment with the Company, whether or not I am expected to create Inventions and Intellectual Property of value for the Company.

2. **Proprietary Information.** I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that will be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (“**Proprietary Information**”). Such Proprietary Information includes but is not limited to Inventions, Intellectual Property, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists, financial information, business plans and projections and any other information and materials concerning the Company’s business, operations or plans.

3. **Disclosure of Inventions and Intellectual Property.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets (“**Inventions**”) and Intellectual Property that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectable as trade secrets. Intellectual Property includes but is not limited to ideas, concepts, creations, discoveries, inventions, improvements, know how, trade secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research projects, and other confidential and proprietary information, computer programming code, databases, software programs including their Source Code; data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable, or any written or verbal instructions or comments.

4. **Work for Hire; Assignment of Inventions and Intellectual Property.**

(a) **Owned by Company.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are “works for hire” under the Copyright Act

in India and under international copyright laws and that the Company will be considered the sole owner of such copyrightable works, and I shall not have any right, title or interest in the same. I agree that all Inventions and Intellectual property and other rights related thereto (including intellectual property rights) that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company's business or current or anticipated research and development, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company immediately upon their formation in perpetuity.

I hereby assign to the Company the entire copyright and all performance rights and all other rights in and to the works performed by me during the term of my employment with the Company for the full period of copyright including all renewals, revivals, reversions and extensions existing under the laws in force in any part of the world to hold the same to the Company, its successors, assignees and licensees absolutely for the full period that such rights are capable of subsisting throughout the world.

(b) **Owned by Employee.** I have attached as **ATTACHMENT-1** to this Employment Invention Assignment Agreement (the "**Assignment Agreement**"), a complete list of all Inventions and Intellectual Property to which I claim ownership which have been developed by me (whether individually or in collaboration with other parties) prior to commencement of my employment with the Company, and that I desire to remove from the operation of this Agreement, and I acknowledge and agree that such list is complete. If no such list is attached to this Agreement, I represent that I have no such Inventions and Intellectual Property at the time of signing this Agreement.

5. **Assignment of Other Rights.** In addition to the foregoing assignment of Inventions and Intellectual Property to the Company, I hereby irrevocably transfer and assign to the Company all Intellectual Property Rights. Intellectual Property Rights include (i) all rights, title, and interest under any statute or under common law including patent rights; copyrights including moral rights; and any similar rights in respect of Intellectual Property, anywhere in the world, whether registrable or not; (ii) any licenses, permissions and grants in connection therewith; (iii) applications for any of the foregoing and the right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property, (v) all extensions and renewals thereof (vi) Causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

The Intellectual Property associated with any Inventions shall not be deemed to have lapsed if the Company does not exercise the rights for any period and I agree to waive my rights under Section 19(4) of the Indian Copyright Act, 1957 and any other similar law of any jurisdiction. If any Intellectual Property rights, including moral rights, in the Inventions and / or Intellectual Property, cannot (as a matter of law) be assigned by me to Company as provided herein, then (a) I unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against Company with respect to such rights, and (b) to the extent that I cannot, as a matter of law, make such waiver, I unconditionally grant to Company an exclusive, perpetual, irrevocable, worldwide, fully-paid license, with the right to sublicense through multiple levels of sublicenses, under any and all such rights (i) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally transmit, and otherwise use the Inventions and Intellectual Property in any medium or format, whether now known or hereafter discovered, (ii) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based

on, embodying, incorporating, or derived from the Inventions and Intellectual Property, and (iii) to exercise any and all other present or future rights in the Inventions and Intellectual Property.

6. **Assistance.** I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions and Intellectual Property in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance, provided however that for any such reimbursement, adequate documentary evidence of such expenses are to be provided. I appoint the appropriate authorized representatives of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

7. **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment by the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employers or others. I represent and warrant that I have returned all property and confidential information belonging to all prior employers. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith or in conflict with my employment with the Company (including but not limited to a non-competition agreement with any third party relating to the current, proposed or future business of the Company). I further agree to conform to the rules and regulations of the Company.

8. **Notification.** I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

9. **Publication of Material Concerning Company Business.** Prior to my submitting or disclosing for possible publication or dissemination outside the Company any material prepared by me that incorporates information that concerns the Company's business or future business, I agree to deliver a copy of such material to an officer of the Company for his or her review. Within 20 days of such submission, the Company agrees to notify me whether the Company believes such material contains any Proprietary Information, and I agree to make such deletions and revisions as are reasonably requested by the Company to protect its Proprietary Information. I further agree to obtain the written consent of the Company prior to any review of such material by persons outside the Company.

10. **Name & Likeness Rights Etc.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

11. **Maintenance of Records.** I hereby acknowledge and agree that my contribution to the business of the Company as well as any portion thereof shall be the sole property of the Company from date of creation thereof. During the term of my employment and for 6 months after termination of my employment with the Company, I agree to maintain adequate and current written records on the development of all Intellectual Property and to disclose promptly upon its creation to the Company all Intellectual Property and relevant records, which records will remain the sole property of the Company. I further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer program, original work of authorship, design, formula, discovery, patent or copyright that I do not believe to be an Intellectual Property, but is conceived, developed, reduced to practice by me (alone or with others) during the period of employment, shall be promptly disclosed to the Company (such disclosure to be received and kept in confidence).

12. **Third Party Rights.** I hereby represent and warrant that I will not use or integrate any third-party materials or data that are not validly licensed to the Company unless previously authorized by my reporting officer in the Company. I represent and warrant that I have not violated the Intellectual Property Rights of any third party, and covenant that I shall not violate the Intellectual Property Rights of any third party in the course of my employment with Company. Provided that in the event the Company is held liable for any violation of any Intellectual Property Rights, I undertake to indemnify the Company or affiliate as the case may be against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

13. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

14. **Governing Law; Severability.** I understand and agree that this Assignment Agreement will be governed by, interpreted and enforced in accordance with the laws of India, without regard to or application of choice of law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

15. **Dispute Resolution.** Subject to the exceptions set forth below, I agree that any and all claims or disputes that I have with the Company, or any of its employees, which arise out of my employment or under the terms of my employment, shall be resolved through final and binding arbitration, as specified herein. This shall include, without limitation, disputes relating to this Agreement, my employment by the Company or the termination thereof, claims for breach of contract or breach of the covenant of good faith and fair dealing, and any claims of discrimination or other claims, state or local law or regulation now in existence or hereinafter enacted and as amended from time to time concerning in any way the subject of my employment with the Company or its termination. Binding arbitration will be conducted in Bangalore, India in accordance with the rules and regulations of the Arbitration and Conciliation Act, 1996. Parties will split the cost of the arbitration, filing and hearing fees, and the cost of the arbitrator. Each side also will bear its own attorneys' fees; that is, the arbitrator will not have authority to award attorneys' fees unless a statutory section at issue in the dispute authorizes the award of attorneys' fees to the prevailing party, in which case the arbitrator has

authority to make such award as permitted by the statute in question. I understand and agree that the arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

16. Terms of Employment. I understand that this Agreement, in itself, does not constitute a contract of employment or obligate the Company to employ me for any stated period of TIME BEYOND THE TIME AS PROVIDED FOR IN MY EMPLOYMENT LETTER/AGREEMENT. I understand that my employment can be terminated at any time, for any reason or for no reason, by the Company and by me by providing a written notice of 30 days to the Company. Unless the Company and I have entered into another written document that expressly supersedes this Section 16, this is the complete agreement between the Company and me on this term of my employment. This Agreement shall be effective as of the first day of my employment by the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

HARSHITHA BHEEMAPPA



(Signature)

Date: _____

ATTACHMENT - 1

The following is a list of Inventions or Intellectual Property or Improvements relevant to the subject matter of my employment with the Company that have been made or conceived or first reduced to practice by me or jointly with others prior to my employment with the Company. I hereby assign an irrevocable and exclusive right to the Company for the following Invention and Intellectual Property under this Employment Invention Assignment and Confidentiality AGREEMENT:

No. of inventions or intellectual property or improvements -

See Below:

HARSHITHA BHEEMAPPA



(Signature)

Date: _____

Place: _____